

CNAM Query Agreement (AIT)

1. INTRODUCTION

- 1.1 This Agreement dated _____, is entered between Ameritech Information Industry Services, a division of Ameritech Services, Inc., as an agent of the Ameritech Operating Companies, with its principal offices at 350 N. Orleans, Chicago, IL 60654 (Ameritech), and Price County Telephone Company (Customer) with its principal offices at 105 North Avon Ave., Phillips, WI 54555-0108.
- 1.2 Whereas, Customer is interested in purchasing Ameritech's CNAM Query Service;
- 1.3 In consideration of the mutual promises contained herein, Ameritech and Customer agree as follows.

2 DEFINITIONS

- 2.1 **"Account Owner"** means a telecommunications company, including Ameritech, that stores and/or administers Line Record Information and/or Group Record Information in a Party's Calling Name Database.
- 2.2 **"Ameritech Operating Companies"** means the five telephone companies providing local exchange telephone service to subscribers and operating under the names of Ameritech Illinois, Ameritech Indiana, Ameritech Michigan, Ameritech Ohio, and Wisconsin Bell d/b/a Ameritech Wisconsin.
- 2.3 **"A-links"** means a diverse pair of facilities connecting local end office switching centers with Ameritech's Signaling Transfer Points (STPs).
- 2.4 **"Calling Name Database"** means Ameritech's database containing Ameritech's Calling Name Information, including the Calling Name Information of any telecommunications company participating in Ameritech's Calling Name Database.
- 2.5 **Calling Name Delivery Service (CNDS)"** means a service provided to an end user customer that enables such customer to identify the calling party by a displayed name before the call is answered. The calling party's name

is retrieved from a Database and delivered to said customer's premises between the first and second ring for display on compatible customer premises equipment (CPE).

- 2.6 **"Calling Name Information"** means telecommunications company's records of its subscriber's names associated with one or more Customer-assigned ten-digit telephone numbers.
- 2.7 **"CNAM Query"** means Ameritech's service that allows Customer to Query Ameritech's Calling Name Database for Calling Name Information in order to deliver that information to Customer's local subscribers.
- 2.8 **"CNAM Query Rate"** means a rate that applies to each CNAM Query received at the SCP where Ameritech's Calling Name Database resides.
- 2.9 **"Common Channel Signaling (CCS) Network"** means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. CNAM Queries and Response messages are transported across the CCS network.
- 2.10 **"Database (or Data Base)"** means an integrated collection of related data. In the case of the Calling Name Database, the Database is the line number and related line information.
- 2.11 **"Nonrecurring Charge"** means a one-time charge that applies for a specific work activity (i.e., installation or change to an existing service). Nonrecurring Charges are applicable for the establishment of CNAM Query Service, Service rearrangements, and service order activity.
- 2.12 **"Originating Point Code (OPC)"** means a code assigned to identify Customer's system(s) that originate CNAM Queries.
- 2.13 **"Query"** means a message in American National Standards Institute's (ANSI) standard SS7 signaling protocol that represents a request to a Calling Name Database for Calling Name Information.
- 2.14 **"Response"** means an SS7 message that, when appropriately interpreted, represents an answer to a Query.

- 2.15 **“Service Control Point (SSP)”** means a common Channel Signaling (CCS) network node where the Calling Name Database resides.
- 2.16 **“Service Order Charge”** means a Nonrecurring Charge that applies to each service order form Customer uses to specify the Originating Point Codes (OPCs) of its Query-originating systems and/or the OPCs of its Query-originating carrier customers.
- 2.17 **“Switching Point (SP)”** means a CCS network interface element capable of initiating and/or terminating SS7 messages.
- 2.18 **“Service Switching Point (SSP)”** means the software capability within a Switching Point that provides the SP with SS7 message preparation/interpretation capability plus SS7 transmission/reception access ability.
- 2.19 **“Signaling Transfer Point (STP)”** means a CCS network node that performs a packet switching function for routing signaling messages among Service Switching Points (SSPs), Service Control Points (SCPs), Signaling Points (SPs), and other STPs in order to set up calls and to query databases. In order to connect to Ameritech’s SS7 network, Customer or a third party initiating Customer’s CNDS Queries must connect with an Ameritech STP in order to connect to an Ameritech SCP.

3 DESCRIPTION OF SERVICE

- 3.1 Ameritech will provide to Customer access to Calling Name Information residing in Ameritech’s Calling Name Database whenever Customer or Customer’s Query-originating carrier customers initiate a Query for such information associated with a call terminating to a CNDS subscriber.
- 3.2 All Customer’s Queries to Ameritech’s Calling Name Database shall use a translation type of 005 and a subsystem number in the calling party address field that is mutually agreed to by the Parties. Customer acknowledges that such subsystem number and translation type values are necessary for Ameritech to properly process Queries to its Calling Name Database. Customer will configure its global title translations for the 005 translation type according to the routing information contained in the Calling Name Access Routing Guide (CNARG) and/or the Number Portability Administration Centers (NPACs) for all Calling Name Information stored by Data Owners in Ameritech’s Calling Name Database.

- 3.3 Customer will send Queries conforming to the ANSI approved standards for SS7 protocol and pursuant to the specifications standards documents identified in Appendix II Specifications and Standards. Customer acknowledges that transmission said protocol is necessary for Ameritech to provision its CNAM Query service.
- 3.4 Ameritech will send SS7 messages that comply with ANSI approved standards for SS7 protocol and pursuant to the specifications standards documents identified in Appendix II Specifications and Standards. Ameritech reserves the right to modify its network pursuant to other specification standards, which may include Telcordia Technologies specifications defining specific service applications, message types, and formats. All such changes shall be announced in advance and coordinated with Customer. Ameritech and Customer will cooperate to coordinate any necessary changes.
- 3.5 Customer acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of Ameritech's CCS/SS7 network. Customer further agrees that Ameritech, at its sole discretion, shall employ certain automatic and/or manual overload controls within Ameritech's CCS/SS7 network to guard against these detrimental effects. Ameritech will report to Customer any instances where overload controls are invoked due to Customer's CCS/SS7 network and Customer agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.6 Prior to Ameritech initiating service under this Agreement, Customer shall provide an initial forecast of busy hour Query volumes. If, prior to the establishment of a mutually agreeable service effective date in writing, Ameritech, at its sole discretion, determines that it lacks adequate processing capability to provide CNAM Query to Customer, Ameritech will notify Customer of Ameritech's intent not to provide the services under this Agreement until such time as Ameritech gains adequate processing capability.
- 3.7 Customer will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. Customer shall provide such updates each year that this Agreement is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Agreement is in effect, if it is in effect that long or longer.

- 3.8 Customer understands that access to Ameritech's Calling Name Database may not provide Customer with access to all of the data of all Account Owners in Ameritech's Calling Name Database. If Ameritech develops the technical ability to allow Account Owners to limit or restrict Query-originators from accessing their data, Ameritech will comply with Account Owners' requests to so limit or restrict their data. Should Customer desire access to any restricted Account Owner's Calling Name Information, Customer understands that any requests and negotiations for such access to the Account Owner's Calling Name Information will be between Customer and said Account Owner.
- 3.9 If Customer provides CNDS, Customer agrees to launch a Query to Ameritech's Calling Name Database for telephone calls that originate from an Account Owner in Ameritech's Calling Name Database to a subscriber of Customer's CNDS. Customer will request its carrier customers to launch Queries to Customer's alias point code for the 005 translation type. Such requirements will not apply to any Calling Name Information that does not uniquely identify the calling end user. Examples of such information Customer may choose not to Query are "city and state" information and the phrase "wireless call".
- 3.10 Account Owners are solely responsible for the accuracy and completeness of the Calling Name Information they store in Ameritech's Calling Name Database; accordingly, Ameritech is not responsible for the accuracy or completeness of such Calling Name Information. Customer will resolve any disputes regarding data accuracy with the appropriate Account Owner.

4 PRICE AND PAYMENT

- 4.1 Ameritech will charge Customer a CNAM Query Rate as set forth in Appendix I Pricing any Query initiated by Customer into Ameritech's Calling Name Database. Ameritech may increase its CNAM Query Rate upon sixty (60) days written notice to Customer unless Customer acts as an agent on behalf of other carriers, in which case Ameritech will provide ninety (90) days written notice. Upon such notice, Customer can terminate this Agreement without any termination liability. Ameritech can reduce its CNAM Query at any time without notice. All tariffed rates and/or charges associated with services provided hereunder shall change pursuant to revisions of such tariffs. Such tariffed rates and/or charges will be applicable upon the effective date of said tariff changes.
- 4.2 Ameritech will waive Nonrecurring Charges for the initial order establishing

CNAM Query subject to the early termination provisions in Paragraph 6.2 of this Agreement. Additional Nonrecurring Charges for point code activation and service order activity shall be applicable for all such activity after the initial service order and initial point code activation. The applicable Nonrecurring Charges shall be those included in Ameritech's Tariff FCC No. 2, including any revisions to such tariff thereto.

- 4.3 Ameritech shall be responsible for recording or obtaining records of usage information for Customer's CNAM Queries terminating to Ameritech's Calling Name Database.
- 4.4 Based upon the data identified in Paragraph 4.3 above, Ameritech will bill Customer for its CNAM Queries on a monthly basis. Customer will pay the bill within thirty (30) days of the bill date. Ameritech will apply late payment charges of one and one-half percent (1 ½ %) per month or the maximum percentage allowed by law, whichever is lower, will apply.
- 4.5 Depending on Customer's choice of method for transporting its Queries and Responses, Customer may be required to purchase certain other services, especially services that may be provided pursuant to effective tariffs. In this event, the prices, terms, conditions, and billing for such services will be specified in the applicable tariff(s), and this Agreement, in no way, shall be construed to circumvent the prices, terms, and conditions, or billing as specified in the applicable tariff(s).
- 4.6 If there is a dispute associated with a monthly bill, the disputing Party shall notify the other in writing within (90) calendar days of the date of said monthly bill or the dispute shall be waived. Customer agrees that any amount of any monthly bill that Customer disputes will be paid by Customer according to the terms of paragraph 4.4 above. Any adjustments relating to a disputed amount shall be reflected on the next monthly bill issued after resolution. Any credit issued upon resolution of any dispute shall bear interest at the rate specified in paragraph 4.4 above, payable on and as of the date the credit is issued. Parties shall work cooperatively and use their best efforts to resolve any disputes as quickly as possible.
- 4.7 Ameritech will initially bill Customer in a manual format, until such time as the mechanized billing system for CNAM Query is implemented.
- 4.8 Customer will notify Ameritech when Customer discontinues use of an OPC used to Query Ameritech's Calling Name Database.

5. OWNERSHIP OF INFORMATION

- 5.1 Telecommunications companies depositing information in Ameritech's CNAM Database (i.e., Account Owners) retain full and complete ownership and control over such information. Customer obtains no ownership interest by virtue of this Agreement.
- 5.2 Unless expressly authorized in writing by the Parties, Customer will use CNAM Query only for purposes described in this Agreement. Customer may use CNAM Query for such authorized purposes only on a call-by-call basis. Customer may not store for future use any non-Customer data that Customer accesses from Ameritech's Calling Name Database. Ameritech agrees that Customer may use reports on Calling Name Database usage and Calling Name Database usage statistics and information similar to Calling Name Database usage statistics to bill its carrier customers and to estimate Customer's facilities usage needs, and for engineering, capacity, and network planning. Customer agrees that Ameritech may use statistics for the same purposes. Customer may aggregate individual Calling Name Database statistics regarding the number of Customer's CNAM Queries and similar type of information during a specified time period, such as a month or a year. Customer will only publish such statistics in aggregate form and will ensure that the all non-Customer names are redacted and cannot reasonably be identified from the published materials.
- 5.3 Customer will not copy, store, maintain, or create any table or database of any kind based upon information Customer receives in a Response from Ameritech's Calling Name Database.
- 5.4 If Customer acts on behalf of other carriers, Customer will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from Ameritech's Calling Name Database.
- 5.5 In any agreement or tariff in which Customer provides CNDs, Customer will prohibit its customers from maintaining or creating any table or database from any response provided to Customer, to Customer's client or end user after Customer initiated a CNAM Query to Ameritech's Calling Name Database, and providing that table or database to third parties.

6. TERM AND TERMINATION

- 6.1 This Agreement shall become effective on the date of the last signature hereto

and shall continue for one (1) year from the date of implementation of CNAM Query service. Thereafter, this Agreement shall remain in effect unless terminated by either Party upon written notice given sixty (60) days in advance of the termination date.

- 6.2 Should Customer terminate this Agreement within the first six (6) months of its effective date, Customer agrees to pay Ameritech an early termination sum equal to two (2) times the average monthly volume of the terminating Customer's CNAM Queries times the per-Query Rate specified in Appendix I Pricing or, if Customer terminates this Agreement within less than two months, Customer agrees to pay Ameritech twice the volume of Queries that occurred during the first month service was provided.
- 6.3 If a Party materially fails to perform its obligations under this Agreement, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (60) days after receipt of the notice to cure such failure, may cancel this Agreement upon written notice. Ameritech and Customer shall have no liability to the other in connection with such termination.
- 6.4 Notwithstanding anything to the contrary in this Agreement, if legal or regulatory decisions or rules compel Ameritech or Customer to terminate the Agreement, Ameritech and Customer shall have no liability to the other in connection with such termination.

7. LIMITATION OF LIABILITY

- 7.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Agreement regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for CNAM Queries.
- 7.2 The remedies as set forth in paragraph 7.1 this Agreement shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).
- 7.3 In no event shall Ameritech have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by CNAM Query purchasers.
- 7.4 Ameritech is furnishing access to its Calling Name Database to facilitate

Customer's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While Ameritech agrees to make every reasonable attempt to provide accurate Calling Name Information, the Parties acknowledge that Calling Name Information is the product of routine business service order activity. Customer acknowledges that Ameritech can furnish Line Record information only as accurate and as current as the information has been provided to Ameritech for inclusion in its Calling Name Database. Therefore, Ameritech, in addition to the

limitations of liability set forth, is not liable for inaccuracies in Calling Name Information provided to Customer or to Customer's Query-originating carrier customers except for such inaccuracies caused by Ameritech's willful misconduct or gross negligence.

- 7.5 CALLING NAME INFORMATION PROVIDED TO CUSTOMER BY AMERITECH HEREUNDER SHALL BE PROVIDED "AS IS". AMERITECH MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, AMERITECH IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH CUSTOMER'S OR CUSTOMER'S END USERS' USE OF THE CALLING NAME INFORMATION.
- 7.6 Customer acknowledges that Ameritech's Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Calling Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name and in some cases may include abbreviations. Customer also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, Ameritech, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in Ameritech's Calling Name Database and provided to Customer or Customer's Query-originating carrier customers, except for such content related claims, damages, or actions resulting from Ameritech's willful misconduct or gross negligence.
- 7.7 Customer acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information

to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.

- 7.8 Customer acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. Customer agrees not to attempt to obtain the caller's name information by originating a Query to Ameritech's Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. Customer also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, Ameritech, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by Customer or Customer's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and Customer agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold Ameritech harmless from and defend and indemnify Ameritech for any and all liability, claims, damages, actions, costs, losses, or expenses, including attorney's fees, resulting directly or indirectly from Customer's or Customer's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by Ameritech's willful misconduct or gross negligence.
- 7.9 In no event will either Party, its affiliates, subsidiaries, or parent corporation (including their directors, officers, employees, or agents), be liable to the other Party for any indirect, special, or consequential damages, including, but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder, even if Customer has or has not been advised of the possibility of damages.
- 7.10 Customer agrees to indemnify, defend, and save Ameritech harmless from any and all claims, lawsuits, causes of action, costs, damages, liabilities, issues, and expenses (including reasonable attorney fees) attributable to the negligence, willful misconduct, or breach of this Agreement by the Customer, except to the extent such costs, damages, expenses, losses, or liabilities are attributable to the negligence, willful misconduct, or breach of the Agreement by Ameritech.

8. COMMUNICATION AND NOTICES

- 8.1 All notices or other communications required and permitted to be given under this Agreement, except as otherwise noted herein, shall be in writing (unless otherwise specifically provided herein) and delivered or addressed as follows:

If to Ameritech:

Notices Manager

(Title)

SBC Contract Manager

(Address)

Four Bell Plaza
311 S. Akard, 9th Floor
Dallas, TX 75202

(Address)

If to Customer:

John Ness, Treasurer

(Title)

105 North Avon Avenue

(Address)

Phillips, WI 54555-0108

(Address)

All notices and other communications shall be deemed effectively given: (i) when delivered, if personally delivered; (ii) on the date of delivery (or, if refused, the refusal date shown on the return receipt) if mailed certified or registered mail, return receipt requested; or (iii) when received by the party for which notice is intended if given in any other manner.

- 8.2 Ordering and billing inquiries will be directed to the designated Access Service Center (ASC). Customer will order service under this agreement through the ASC using an Access Service Request.

9. **CONFIDENTIALITY**

- 9.1 All information, including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, audit information, models, system interfaces, forecasts, computer programs, software, documentation, drawings, sketches, models,

samples, tools, technical information, data, employee records, maps, financial reports, and market data shall be deemed "Confidential" or "Proprietary" (collectively "**Proprietary Information**") if :

- 9.1.1 Furnished or made available or otherwise disclosed by one Party (the "**Disclosing Party**") or its agent, employee, representative or Affiliate to the other Party (the "**Receiving Party**") or its agent, employee, representative or Affiliate dealing with End User-specific, facility-specific, or usage-specific information, other than End User information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or for such other purposes as mutually agreed upon;
- 9.1.2 In written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary"; or
- 9.1.3 Communicated orally and declared to the Receiving Party at the time of delivery to be "Confidential" or "Proprietary", and which shall be summarized in writing and marked "Confidential" or "Proprietary" and delivered to the Receiving Party within ten (10) days following such disclosure; and
- 9.1.4 Any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in this Section 9, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as "**Derivative Information**").

9.2 Proprietary Information Shall be Held in Confidence

9.2.1 Each Receiving Party agrees that:

- 9.2.1.1 all Proprietary Information communicated to it or any of its agents, employees, representatives and Affiliates in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information of like importance; provided that such

Receiving Party and its agents, employees, representatives and Affiliates shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;

- 9.2.1.2 it will not, and it will not permit any of its agents, employees, representatives and Affiliates to disclose such Proprietary Information to any Third Party;
 - 9.2.1.3 it will disclose Proprietary Information only to those of its agents, employees, representatives and Affiliates who have a need for it in connection with the use or provision of any services required to fulfill this Agreement; and
 - 9.2.1.4 it will, and will cause each of its agents, employees, representatives and Affiliates, to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.
- 9.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to the Receiving Party's agents, employees, representatives and Affiliates who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any agent, employee, representative or Affiliate, the Receiving Party shall notify such agent, employee, representative or Affiliate of such Party's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be jointly and severally liable for any breach of this Agreement by any of its agents, employees, representatives and Affiliates and such Receiving Party agrees, at its sole expense, to use its reasonable efforts to restrain its agents, employees, representatives and Affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. A Disclosing Party shall not disclose Proprietary Information directly to an agent, employee, representative or Affiliate of the Receiving Party without the prior written authorization of the Receiving Party.
- 9.2.3 Proprietary Information shall not be reproduced by any Receiving Party

in any form except to the extent (i) necessary to comply with the provisions of Section 9.5 and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

9.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

9.3.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or

9.3.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or

9.3.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or

9.3.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

9.3.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or

9.3.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or

9.3.7 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation or court order or lawful process, provided that such production or disclosure shall have been made in accordance with Section 9.5.

9.4 Proposed Disclosure of Proprietary Information to a Governmental Authority

- 9.4.1 If a Receiving Party desires to disclose or provide to a Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) allow the Disclosing Party to attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.
 - 9.4.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 9.4 with respect to all or part of such requirement.
 - 9.4.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 9.4. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary information, including cooperating with the Disclosing Party to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Proprietary Information.
- 9.5 Notwithstanding any of the foregoing, Ameritech shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to Ameritech's activities under the Telecommunications Act or State telecommunications statute, regulation, or order and Ameritech need not provide prior written notice of such disclosure to

Customer if Ameritech has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

9.6 Return of Proprietary Information

- 9.6.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.
- 9.6.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.
- 9.6.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary information shall not relieve any Receiving Party of its obligation to continue to treat such Proprietary Information in the manner required by this Agreement.
- 9.7 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Proprietary Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

- 9.8 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.
- 9.9 Each Party has the right to refuse to accept any Confidential Information under this Agreement, and nothing herein shall obligate either Party to disclose to the other Party any particular information.
- 9.10 The Parties agree that Disclosing Party shall be entitled to seek to obtain immediate injunctive relief prohibiting a breach of this Section 9 of this Agreement, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages.

10. MUTUALITY

- 10.1 Customer agrees to make its Calling Name Information available to Ameritech under terms and conditions comparable to the terms and conditions contained in this Agreement. If Customer acts on behalf of other carriers, Customer will require that such carriers make their Calling Name Information available to Ameritech under similar terms and conditions, and if these other carriers fail to do so, Customer may, pursuant to instructions from Ameritech, block or otherwise deny Customer's carrier customers access to Ameritech's Calling Name Database. Ameritech will provide Customer six (6) months notice for its first request to block access to its Calling Name Database. After the first block has been implemented by Customer, Ameritech will provide ninety (90) days notice to Customer to block such carrier customers' access to Ameritech's Calling Name Database.

11. RELATIONSHIP OF THE PARTIES.

- 11.1 The Parties hereto are independent contractors. It is expressly understood and agreed that neither party hereto is an employee, agent, or legal representative of the other and may not incur any obligations on behalf of or in the name of the other. This Agreement does not create either a partnership or joint venture between the Parties.

12. DISPUTE RESOLUTION

- 12.1 The Parties desire to resolve certain disputes, controversies, and claims arising out of this Agreement without litigation. Accordingly, except in the case of (I) a

dispute, controversy, or claim relating to a breach or alleged breach of this Agreement, or (ii) a suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this Section, the Parties agree to use the following alternative procedure as their sole remedy with respect to any dispute, controversy, or claim arising out of or relating to this Agreement or its breach.

- 12.2 Before requesting Arbitration, each party agrees that it will first seek to resolve any dispute through negotiations, which shall be made in writing.
- 12.3 If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted by the Parties to binding Arbitration by a single Arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association then in effect. A Party may demand such Arbitration in accordance with the procedures set out in those rules. The Arbitrator shall control discovery.
- 12.4 The Arbitration hearing shall be commenced within sixty (60) days of the demand for Arbitration. The Arbitration shall be held in the location of the Party not demanding Arbitration. The Arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The Arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this Section may be extended upon mutual agreement of the Parties or by the Arbitrator upon a showing of good cause. Judgement upon the award rendered by the Arbitrator may be entered in any court having jurisdiction. The Arbitrator(s) is hereby directed by the Parties to award reasonable legal fees and disbursements to the party prevailing in the Arbitration. The Parties agree that the Arbitrator(s) shall not have the authority to award any special exemplary, or punitive damages.
- 12.5 Unless otherwise directed by the Arbitrator as set forth in the previous subsection, each party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding party the reasonable costs of production of documents (to include search time and reproduction costs). The Parties shall equally share the fees of the Arbitration and the fees of the Arbitrator.

13. ASSIGNMENT

- 13.1 Neither party shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other party, which consent shall not be

unreasonably withheld; provided, however, that either party may assign and transfer this Agreement to any parent, subsidiary, successor, or affiliated company without the prior written consent of the other party.

14. CHOICE OF LAW

14.1 This Agreement shall be construed in accordance with, and governed by, the internal laws of the state of Illinois.

15. SEVERABILITY

15.1 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability or any other part or provision of this Agreement.

16. FORCE MAJEURE

16.1 Ameritech shall not be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, without limitation, fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability, or shortages of labor, materials, or equipment, failure of equipment or computer, failure or delays in delivery of vendors and suppliers or delays in transportation.

17. MODIFICATION TO CONFORM TO LAWS

17.1 This Agreement and all obligations hereunder will be subject to all applicable laws, court orders, rules, and regulations (collectively, "Laws") including, by way of illustration and not limitation, the Telecommunications Act of 1996. In the event this Agreement, or any of the provisions hereof or the operations contemplated hereunder, are found to be inconsistent with or contrary to any Laws, the latter will be deemed to control and, if commercially practicable, this Agreement will be regarded as modified accordingly and will continue in full force and effect as so modified. If such modified Agreement is not commercially practicable, in the opinion of either party, then the Parties agree to meet promptly and discuss any necessary amendments or modification to this Agreement. If the Parties are unable to agree on necessary amendments or modifications in order to comply with any Laws, then this Agreement may be terminated immediately by either Party. In the event of such termination, Customer will pay Ameritech all amounts due for services provided hereunder by Ameritech, up to and including the effective date of termination. Under these

circumstances, no termination liability as provided in paragraph 6.2 of this Agreement will apply for either Party.

18. NON-WAIVER

- 18.1 No course of dealing or failure of a party to enforce strictly any term, right, obligation, or provision of this Agreement, or to exercise any option provided hereunder, shall be construed as a waiver of such provision.

19. TAXES

- 19.1 The charges under this Agreement do not include any taxes levied against or upon the receipt of services or goods pursuant to this Agreement. Customer shall be responsible for all taxes excluding taxes based on Ameritech's net income. If such taxes are applicable, they shall be separately stated on the invoice to Customer.

20. ENTIRE AGREEMENT

20.1 This Agreement and all appendices attached hereto, constitutes the entire agreement between the Parties and supersedes all previous proposals, both verbal and written.

Attached and incorporated herein are:

Appendix I Pricing

Appendix II Specifications and Standards

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Approved and executed the _____ day of _____, 2001

PRICE COUNTY TELEPHONE
COMPANY

WISCONSIN BELL, INC.
BY: SBC TELECOMMUNICATIONS INC.,
ITS AUTHORIZED AGENT.

By: _____
Typed Name:

By: _____
Typed Name:

Title: _____

Title: _____

Date: _____

Date: _____

Appendix I

Pricing

1. PRICES

Unless otherwise noted, all prices and charges contained in this section are applicable in all regulatory jurisdictions.

2. PRICES AND CHARGES

	<u>Rate Per Query</u>
2.1 CNAM Query	
2.1.1 Per Query	\$.01009942
2.2 Service Order Charge	See Ameritech's Tariff FCC No. 2 Section 6.9.3(A) for Trunk Side Software Translations
2.3 Service Establishment Charge	See Ameritech's Tariff FCC No. 2 Section 6.9.1 For Originating Point Codes

Appendix II

Specifications and Standards

Effective _____

Description of Subject area
and issuing organization

Document Number

- | | |
|--|---------------|
| A. Telcordia, SS7 Specifications | TR-NPL-000246 |
| B. ANSI, SS7 Specifications: | |
| Message Transfer Part | T1.111 |
| Signaling Connection Control Part | T1.112 |
| Transaction Capabilities Application Part | T1.114 |
| C. Telcordia CLASS Calling Name Delivery
Generic Requirements | TR-NWT-001188 |
| D. Telcordia CCS Network Interface Specifications | TR-TSV-000905 |
| E. Telcordia AIN Specifications | |
| Switching Systems | GR-1298-CORE |
| Switch Service Control Point (SCP/Adjunct
Interface | GR-1299-CORE |